

AMENDMENT NO. 3

FEB 9 - 1981 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT made as of December 31, 1980 amending Lease of Railroad Equipment ("Lease") dated as of July 15, 1966, and previously amended as of September 1, 1966 and June 1, 1967 (as amended, the "Lease") between Evergreen Leasing Corporation ("Lessor") and Evergreen Freight Car Corporation, for whom Southern Pacific Transportation Company was substituted as Lessee as of July 1, 1978 (hereinafter, "Lessee").

The parties agree that anything in Section 2 of the Lease to the contrary notwithstanding, with respect to each unit described on Schedule A-1, attached hereto and made a part hereof, Lessee agrees to pay Lessor the rental shown on said schedule A-1, said payments to commence retroactively on July 20, 1980.

EVERGREEN LEASING CORPORATION

By Bernard Goldman Form Approved
PRESIDENT
Las
Counsel

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By Robert J. McLean
Executive Vice President-Finance

Attest: [Signature]
Assistant Secretary

Attest: [Signature]
ASSISTANT SECRETARY

RECORDATION NO. *966-1* Filed & Recorded

OCT 27 1980 4-2 5 PM

INTERSTATE COMMERCE COMMISSION
AGREEMENT OF CONDITIONAL SALE.

Between

PACIFIC CAR AND FOUNDRY COMPANY

(Now PACCAR, INC.)

And

EVERGREEN LEASING CORPORATION

Dated as of

July 15, 1966

DECLARATION OF FULL PAYMENT

Agreement of Conditional Sale Between
Pacific Car and Foundry Company
(now PACCAR, Inc.)
and Evergreen Leasing Corporation
dated as of July 15, 1966

DECLARATION OF FULL PAYMENT

FIRST PENNSYLVANIA BANK, N.A. (formerly The First Pennsylvania Banking and Trust Company), a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, does hereby certify that a certain Agreement of Conditional Sale dated as of July 15, 1966, by and between Pacific Car and Foundry Company (now PACCAR, Inc.) and Evergreen Leasing Corporation, covering the construction, sale and delivery to said Evergreen Leasing Corporation of the 2,000 box cars therein described; as supplemented by Supplemental Agreement dated as of June 1, 1967, substituting one hundred (100) 100-ton, 60-foot box cars in lieu of one hundred (100) 100-ton, 50-foot 6-inch box cars; as supplemented by Second Supplemental Agreement dated as of October 1, 1970, substituting 37 box cars for certain destroyed box cars; as supplemented by Agreement A, dated as of July 1, 1978, recorded as Interstate Commerce Commission No. 9660, which substituted SPT for Evergreen Freight Car Corporation under the Lease of Railroad Equipment dated as of July 15, 1966, recorded as Interstate Commerce Commission No. 3953; and by seven supplements thereto which

were recorded under Interstate Commerce Commission Nos. 3952, 3953 and 9660; said Agreement of Conditional Sale being by Pacific Car and Foundry Company assigned to First Pennsylvania Bank, N.A. by Agreement and Assignment dated as of July 15, 1966, has been fully satisfied, paid and discharged.

First Pennsylvania Bank, N.A. does hereby acknowledge and declare that the purchase money for the equipment covered by said Agreement of Conditional Sale and said Supplemental Agreement, Second Supplemental Agreement, Agreement A, and seven Supplements to Agreement A, Conditional Sale Agreement and Lease has been paid in full; that all of the terms and conditions of said Agreement of Conditional Sale have been performed; that Evergreen Leasing Corporation has made all payments and met all charges required by the said Agreement of Conditional Sale; that all of the indebtedness under said Agreement of Conditional Sale, and the interest thereon, have been satisfied; and that the said Agreement of Conditional Sale has terminated.

First Pennsylvania Bank, N.A. does hereby consent that the record of its title to all the equipment covered by said Agreement of Conditional Sale be cancelled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Agreement of Conditional Sale wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, First Pennsylvania Bank, N.A. has caused this instrument to be executed in several counterparts by its proper officers thereunto duly authorized and its

corporate seal to be hereto affixed this 19th day of
September, 1986.

FIRST PENNSYLVANIA BANK, N.A.

By 
Corporate Trust Officer

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 19th day of September, 1986, before me personally appeared LYNN A. TUZINSKI, to me personally known, who being by me duly sworn, says that she is Corporate Trust Officer of First Pennsylvania Bank, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990